



## Embassy of the United States of America

### Tokyo, Japan

November 27, 2020

Dear Prospective Quoter:

Subject: Request for Quotations (RFQ) No. 19JA80-21-Q-0072  
Internet Services for U.S. Consulates in Japan

The Embassy of the United States of America seeks to enter into a contract with a qualified, responsible, and reliable firm with sufficient knowledge and facilities for obtaining internet services for the U.S. Consulates in Japan.

1. As required by U.S. Government's federal acquisition regulation (FAR), prospective offeror shall be registered in the System for Award Management (SAM) database prior to award of a contract. The website link providing additional vendor registration information is:  
<https://www.sam.gov/SAM/>

2. If you would like to submit a quotation, follow the instructions in Section 3 of the RFQ, complete the required portions of the enclosed document, and submit to the Email address shown on the next page.

#### 3. Questions

Quoters may submit questions (in English) in regard to this RFQ by 12:00 noon, Tuesday, December 8, 2020 (local time) via e-mail at [MatsuuraYX@state.gov](mailto:MatsuuraYX@state.gov). All questions will be consolidated and one response will be prepared and posted on the Embassy's website, the same website from where you obtained the RFQ documents.

#### 4. Quotations

Quotations must be received by no later than **4:00 p.m., Friday, December 18, 2020 (local time)** at the Email address shown below. No quotations will be accepted after this time and electronic quotations shall only be accepted.

Point of Contact: Yoshiko Matsuura  
Email: [MatsuuraYX@state.gov](mailto:MatsuuraYX@state.gov)  
Subject: RFQ 19JA80-21-Q-0072

Mobile: 090-1110-9318  
Embassy Telephone Operator: 03-3224-5000

It is understood that no payment will be made for preparation and submission of your quotations.

Thank you in advance for your interest and your time in participating in the Request for Quotations process.

Sincerely,

A handwritten signature in black ink, appearing to read "Darin A. Phaovisaid", with a stylized flourish at the end.

Darin A. Phaovisaid  
Contracting Officer

Enclosure:

Request for Quotations 19JA80-21-Q-0072

<b>REQUEST FOR QUOTATIONS (RFQ)</b> (THIS IS NOT AN ORDER)		THIS RFQ [ ] IS [ <input checked="" type="checkbox"/> ] IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1	OF 1	PAGES 72
1. REQUEST NO. 19JA80-21-Q-0072		2. DATE ISSUED November 25, 2020		3. REQUISITION/PURCHASE REQUEST NO. PR9552241		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1
5A. ISSUED BY  Procurement/Contracting Office U.S. Embassy Tokyo 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan				6. DELIVER BY (Date)		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)				7. DELIVERY		
NAME  Yoshiko Matsuura		TELEPHONE NUMBER AREA CODE +81-3		NUMBER 3224-5000		
8. TO:				9. DESTINATION		
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE U.S. Embassy		
c. STREET ADDRESS				b. STREET ADDRESS 1-10-5 Akasaka, Minato-ku		
d. CITY		e. STATE		f. ZIP CODE		c. CITY Tokyo
				d. STATE		e. ZIP CODE 107-8420
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE:  December 18, 2020; 4:00 p.m.		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Internet Services for U.S. Consulates in Japan, in accordance with terms and conditions of the contract.  This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.		12	Month	(Base Year)	(Base Year)
12 DISCOUNT FOR PROMPT PAYMENT			a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %
NOTE: Additional provisions and representations [ <input checked="" type="checkbox"/> ] are [ ] are not attached.						
13 NAME AND ADDRESS OF QUOTER a. NAME and ADDRESS OF QUOTER (COMPANY)			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION	
c. COUNTY			16. SIGNER a. NAME (Type or print)		b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE NUMBER	

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## SECTION 1: The Schedule

1.1 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-21-Q-0072, Blocks 11, (e) Unit Price, and (f) Amount

1.1.1 Scope of Services. The Contractor shall complete all work, including furnishing all labor, material, equipment, and services, unless otherwise specified herein, required under this contract for stated services within the time specified herein. The price listed below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid a firm fixed-price for all services.

### 1.1.2 Prices

(a) The contract will be for a one-year period from the date specified in the notice to proceed plus two option years.

(b) The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies, and services to provide the required internet services as specified under Section 1: The Schedule.

(c) In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price per month as stated in the schedule below.

(d) The Contractor shall provide pricing for guaranteed dedicated CIR symmetric bandwidths as listed in Sections *1.1.3 Base Year*, *1.1.4 First Option Year* and *1.1.5 Second Option Year* below.

(e) The U.S. Government reserves the right to select one of the requested bandwidths listed in *1.1.3 Base Year* for each Consulate at the Base Year based on lowest priced and guaranteed dedicated CIR meeting technical requirements stated under this contract. The Bandwidth Selection for each Consulate may change at each Consulate upon execution of First Option Year and again upon execution of Second Option Year. Charges related to Change of Bandwidth should be entered per Consulate in Sections *1.1.3 Base Year*, *1.1.4 First Option Year*, and *1.1.5 Second Option Year* below. Change of Bandwidth if selected should be effective from Day 1 if possible or soonest mutually agreeable date thereafter to coordinate system outage times.

(f) The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign

Establishments. (For non-Designated Stores, please visit the following link for registration:  
<https://www.nta.go.jp/taxes/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>)

(g) Offers and Payment in U.S. Dollars

(1) U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

(2) Foreign Firms. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in Japanese Yen.

1.1.3 Base Year - starting on the date stated in the Notice to Proceed and continuing for a period of 12 months.

If the same bandwidth is not available, please include higher bandwidth and make comment.

Line Item	Bandwidth SPEED	Unit of Measure	QTY	Unit Price	Total Price
1	U.S. Consulate General Osaka: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
2	U.S. Consulate General Osaka: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
3	U.S. Consulate General Osaka: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
4	U.S. Consulate Fukuoka: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		

5	U.S. Consulate Fukuoka: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
6	U.S. Consulate Fukuoka: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
7	U.S. Consulate General Sapporo: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
8	U.S. Consulate General Sapporo: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
9	U.S. Consulate General Sapporo: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
10	U.S. Consulate General Naha: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
11	U.S. Consulate General Naha: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
12	U.S. Consulate General Naha: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		

13	U.S. Consulate Nagoya: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
14	U.S. Consulate Nagoya: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
15	U.S. Consulate Nagoya: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		

\*Total Price for Base Year: (to be completed by the U.S. Government)

\*Note: The U.S. Government will select one of the listed CIR Bandwidth options for each Consulate. The total price will be determined by adding only the Lines selected from Line Items 1 through 15 arriving at a total price for Base Year.

1.1.4 First Option Year - starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

If the same bandwidth is not available, please include higher bandwidth and make comment.

Line Item	Bandwidth SPEED	Unit of Measure	QTY	Unit Price	Total Price
1	U.S. Consulate General Osaka: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
2	U.S. Consulate General Osaka: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
3	U.S. Consulate General Osaka: 20 Mbps 16IP (/28) symmetric CIR dedicated	Month	12		



	internet channel (not "best effort")				
4	U.S. Consulate General Osaka: 30 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
5	U.S. Consulate General Osaka: 50 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
6	U.S. Consulate Fukuoka: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
7	U.S. Consulate Fukuoka: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
8	U.S. Consulate Fukuoka: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
9	U.S. Consulate Fukuoka: 30 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
10	U.S. Consulate Fukuoka: 50 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
11	U.S. Consulate General Sapporo: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
12	U.S. Consulate General Sapporo: 10 Mbps 16IP (/28) symmetric CIR	Month	12		

	dedicated internet channel (not "best effort")				
13	U.S. Consulate General Sapporo: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
14	U.S. Consulate General Sapporo: 30 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
15	U.S. Consulate General Naha: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
16	U.S. Consulate General Naha: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
17	U.S. Consulate General Naha: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
18	U.S. Consulate General Naha: 30 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
19	U.S. Consulate General Naha: 50 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
20	U.S. Consulate Nagoya: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		

21	U.S. Consulate Nagoya: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
22	U.S. Consulate Nagoya: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
23	U.S. Consulate Nagoya: 30 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		

\*Total Price for First Option Year: (to be completed by the U.S. Government)

\*Note: The U.S. Government will select one of the listed CIR Bandwidth options for each Consulate. If the CIR Bandwidth is different than previous year the Nonrecurring Installation or Bandwidth Change Charge will also be selected. The total price will be determined by adding only the Lines selected from Line Items 1 through 23 arriving at a total price for First Option Year.

1.1.5 Second Option Year - starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

If the same bandwidth is not available, please include higher bandwidth and make comment.

Line Item	Bandwidth SPEED	Unit of Measure	QTY	Unit Price	Total Price
1	U.S. Consulate General Osaka: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
2	U.S. Consulate General Osaka: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
3	U.S. Consulate General Osaka: 20 Mbps 16IP (/28)	Month	12		

	symmetric CIR dedicated internet channel (not "best effort")				
4	U.S. Consulate General Osaka: 30 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
5	U.S. Consulate General Osaka: 50 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
6	U.S. Consulate Fukuoka: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
7	U.S. Consulate Fukuoka: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
8	U.S. Consulate Fukuoka: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
9	U.S. Consulate Fukuoka: 30 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
10	U.S. Consulate Fukuoka: 50 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
11	U.S. Consulate General Sapporo: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
12	U.S. Consulate General Sapporo: 10 Mbps 16IP (/28) symmetric CIR	Month	12		

	dedicated internet channel (not "best effort")				
13	U.S. Consulate General Sapporo: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
14	U.S. Consulate General Sapporo: 30 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
15	U.S. Consulate General Naha: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		
16	U.S. Consulate General Naha: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
17	U.S. Consulate General Naha: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
18	U.S. Consulate General Naha: 30 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
19	U.S. Consulate General Naha: 50 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
20	U.S. Consulate Nagoya: Nonrecurring Installation Charge or Bandwidth Change Charge if required. No charge if Bandwidth does not change from previous year.	Lot	1		

21	U.S. Consulate Nagoya: 10 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
22	U.S. Consulate Nagoya: 20 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		
23	U.S. Consulate Nagoya: 30 Mbps 16IP (/28) symmetric CIR dedicated internet channel (not "best effort")	Month	12		

\*Total Price for Second Option Year: (to be completed by the U.S. Government)

\*Note: The U.S. Government will select one of the listed CIR Bandwidth options for each Consulate. If the CIR Bandwidth is different than previous year the Nonrecurring Installation or Bandwidth Change Charge will also be selected. The total price will be determined by adding only the Lines selected from Line Items 1 through 23 arriving at a total price for Second Option Year.

1.1.6 Grand Total Price for Base Year and All Option Years (1.1.3 + 1.1.4 + 1.1.5): (to be completed by the U.S. Government)

1.2 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-21-Q-0072, Block 11, (b) Supplies/Services

The purpose of this firm fixed price contract is to obtain Primary Internet Services for the U.S. Mission Japan facilities including the U.S. Consulates General in Osaka, Sapporo, Naha and the U.S. Consulates in Fukuoka and Nagoya.

1.2.1 PERFORMANCE WORK STATEMENT

The contractor shall act as the Internet Service Provider (ISP) and provide internet service and dedicated channels and circuitry with guaranteed symmetric Committed Information Rate(CIR) for connecting the U.S. Consulates General in Osaka, Sapporo, Naha and the U.S. Consulates in Fukuoka and Nagoya in Japan to the Internet.

**THIS IS THE LIST OF REQUIRED SERVICES**

<b>SERVICE: Dedicated Internet Connectivity</b>	
<b>NAME:</b>	<b>Dedicated Symmetric Internet Connectivity at the U.S. Consulates in Osaka, Fukuoka, Sapporo, Naha and Nagoya in Japan to the Internet</b>
<b>DESCRIPTION:</b>	<b>Five(5) Dedicated Internet Channels</b>
<b>TYPE OF SERVICE:</b>	<b>Dedicated CIR Internet Circuits 16 Public IP (/28)</b>
<b>LOCATION:</b>	<b>U.S. Consulate General Osaka 2-11-5, Nishitenma, Kita-ku, Osaka 530-8543</b>  <b>U.S. Consulate Fukuoka 5-26 Ohori 2-chome, Chuo-ku, Fukuoka 810-0052</b>  <b>U.S. Consulate General Sapporo Kita 1-jo Nishi 28-chome, Chuo-ku, Sapporo 064-0821, Japan</b>  <b>U.S. Consulate General Naha 2-1-1 Toyama, Urasoe City, Okinawa</b>  <b>U.S. Consulate Nagoya Nagoya International Center Bldg. 6F 1-47-1 Nagono, Nakamura-ku, Nagoya 450-0001</b>

### 1.2.2 INTERNET SERVICES QUALITY

(a) The Internet Service Provider (ISP) shall provide dedicated (not shared or bundled) leased channel high-speed access to the Internet; data transport media must be fiber optic, terrestrial connectivity. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on" with unlimited usage and must not require the installation of any custom software on the client side.

(b) Internet Service Provider (ISP) dedicated digital bandwidth is the amount or volume of data that may be sent through the channel, measured in megabits per second (Mbps) or gigabits per second (Gbps), without distortion. Required bandwidth is defined in each service description on the pricing table. Bandwidth provided shall be symmetric, Committed Information Rate (CIR) of at minimum of 10 Mbps for the Consulates. Rates quoted shall not be "best effort" or based on shared services with upstream providers.

(c) For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24X7X365 from the originator side to the ISP's gateway. Bandwidth sharing between other non-Embassy customers is not allowed. Connection Ratio must be 1/1.

(d) Internet Service or data service transmission from the originating information server towards an end server is referred to as downstream; and a transmission from an end user towards the remote server is referred as upstream; Post Internet Service Provider (ISP) Contention Ratio (downstream / upstream) must be 1:1 / 1:1.

(e) Internet Service Provider (ISP) must provide excellent Quality Of Service (QOS) for the connection, that represents the level of consistent download capacity provided, must be the higher QOS percentage possible but, at minimum, greater than 99.9% or the highest possible quality of service connection reaching 100%.

(f) Internet Service Provider (ISP) connection must not use Network Address Translation (NAT).

(g) Internet Service provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) to send a small data packet and obtain a reply back; must be faster than 250ms for the Round Time (RTT) for Internet service between each Consulate and the Internet peering point. Also, RTT must be faster than 7ms for local data services (for instance: point-to-point channels or web pages accessed through the Tokyo Network Access Point (NAP)).

(h) Internet Service Provider (ISP) packet Loss must not exceed 0.5% Round Trip Time (RTT) between each Consulate and the Internet peering point.



(i) Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPsec), including but not limited to, User Datagram Protocol (UDP), Transmission Control Protocol (TCP), and IPSEC to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking. Filters or sniffers must not be established, connected, or introduced by the ISP for any Embassy channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified and removed prior to lease line circuit installation.

(j) Internet Service Provider (ISP) must permit installation of Customer VPN encryption devices on circuit.

(k) ISP must permit ping and trace route traffic from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection (RJ45 10/100/1000BaseT router interface which terminates Customer VPN encryption device).

(l) Internet Service provider (ISP) must provide detailed network topology map, if permissible by ISP or local Governmental policy, that shows all possible paths ISP use for the Internet traffic between each Consulate and ISP hub in each Consulate's respective city.

(m) Internet Service Provider (ISP) must indicate if fault-tolerance Fiber Optic connectivity to the very end at each Consulates' Server Rooms is available using new or pre-existing Fiber Optics.

### 1.2.3 NETWORK IDENTIFICATION

(a) Internet Service Provider (ISP) must provide a block of sixteen (16) public internet IP addresses on a single subnet for Internet Services provided to each Consulate which may be from a separate block of IP address managed solely by the ISP.

(b) Internet Service Provider (ISP) must provide IP addresses used to identify the single subnet address in Classless Inter-Domain Routing address specification (Network IP address /28) or, equivalently its subnet mask, and ISP Gateway IP addresses for each Consulates' Internet circuits.

### 1.2.4 NETWORK DEVICES

(a) The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to provide the required circuit as specified. The network devices shall comply with the following characteristics:

(1) Services provided by the Internet Service Provider (ISP) Must be delivered with RJ-45 or MMF interface connectors with a gigabit ethernet 802.3ab, 802.3z, or 10 gigabit ethernet over fiber

802.3ae interface.

(2) Power standard sources must be compatible with Tokyo or Osaka power standards (100v/50hz or 100v/60hz).

(3) Devices must be rack mountable in a standard commercial off-the-shelf (COTS) rack. Small devices may be placed on a shelf within the rack.

(4) One separate or individual physical interface connector is required per service.

(5) Contractor-furnished equipment must not include Huawei, ZTE, Xiaomi, and other untrusted PRC vendor equipment.

(b) Where the contractor proposes use of a passive optical network, Contractor will provide ONT/ONUs in either: SFP form factor that can be integrated with customer equipment; that provide connectivity to customer equipment via SFP; or that provide connectivity to customer equipment via a built-in gigabit multi-mode fiber interface.

#### 1.2.5 SERVICE SUPPORT AND CONTINGENCIES

(a) The awarded ISP warrant service support 7X24X365.

(b) The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly With Embassy's Contracting Officer's Representative (COR) or Information Technology (IT) representative from the Embassy Information Systems Center (ISC)

(c) Expected service availability and reliability must be at minimum 99.9%

(d) The Contractor shall install, where possible, a redundant cable or Fiber Optic infrastructure known as backup line.

(e) The awarded ISP must have direct connection capability with major United States of America (USA) and Japan telecommunication providers (ISPs) at Internet tier 1 level, having alternative line channels or backups in case of main Internet path malfunctioning.

(f) The awarded ISP must provide a central information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process.

#### 1.2.6 SAFETY AND ACCIDENT PREVENTION

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and US. Government personnel, property, materials, supplies, and

equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall—

(1) comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

(2) ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(a) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(b) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(c) Written Program. Before commencing the work, the Contractor shall

(1) submit a written proposal for implementing this clause; and

(2) meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(d) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

#### 1.2.7 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

(a) This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method

for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
Services. Performs all Internet services set forth in section 1	1.1.1 thru 1.2.6	All required services are performed and no more than three customer complaints are received per month.

## SECTION 2: Contract Clauses

### 2.1 Contract Clauses

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing –

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-18, Block 11(b)).

None.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS

As prescribed in 12.301(b)(4), insert the following clause:  
Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Oct 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).



- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ✓ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ✓ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
- \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-3](#).
- \_\_\_ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-4](#).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Mar 2020).
- \_\_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Jun 2020) of [52.219-9](#).
- \_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657 f](#)).
- \_\_\_ (22) (i) [52.219-28](#), Post Award Small Business Program Representation (MAY 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (26) [52.219-33](#), Non-manufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- \_\_\_ (27) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ✓ (28) [52.222-19](#), Child Labor. Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- ✓ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ✓ (30) (i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- \_\_\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (July 2014) of [52.222-35](#).
- \_\_\_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (July 2014) of [52.222-36](#).
- \_\_\_ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ✓ (35) (i) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the

acquisition of commercially available off-the-shelf items.)

- \_\_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).  
(ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_\_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).  
(ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- \_\_\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).  
(ii) Alternate I (Jun 2014) of [52.223-16](#).
- ✓ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- \_\_\_\_ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_\_ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- \_\_\_\_ (47) (i) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).  
(ii) Alternate I (Jan 2017) of [52.224-3](#).
- \_\_\_\_ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_\_ (49) (i) [52.225-3](#), Buy American -Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).  
(ii) Alternate I (May 2014) of [52.225-3](#).  
(iii) Alternate II (May 2014) of [52.225-3](#).  
(iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_\_\_ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ✓ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

- \_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- ✓ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ✓ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- \_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- ✓ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- \_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- \_\_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- \_\_\_ (iii) Alternate II (Feb 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

- \_\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- \_\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- \_\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause.

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (vii) [52.222-26](#), Equal Opportunity (Sept 2015) (E.O. 11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#))
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
  - (A) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
  - (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### FAR 52.229-12 Tax on Certain Foreign Procurements (JUN 2020)

(a) Definitions. As used in this clause—

Foreign person means any person other than a United States person. United States person, as defined in 26 U.S.C. 7701(a) (30), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a) (31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall

include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements-Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall-

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be-



- (1) Included in the contract price; nor
- (2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

## 2.2 Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

### FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <https://www.acquisition.gov/browse/index/far> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.acquisition.gov/dosar> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)

- 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance - Work on a Government Installation (JAN 1997)
- 52.229-6 Foreign Fixed Price Contracts (FEB 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUNE 2013)

The following FAR clauses are provided in full text:

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th of the current calendar year. The U.S. Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any

payment may arise for performance under this contract beyond September 30th of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following Department of State Acquisition Regulation (DOSAR) clauses are provided in full text:

DOSAR 652.204-70 Department of State Personal Identification Card Issuance (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- (1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (2) Clearly identify themselves and their contractor affiliation in meetings;
- (3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- (4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.232-70 Payment Schedule and Invoice Submission (Fixed-Price) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in one original to the office shown below. To constitute a proper

invoice, the invoice shall include all the items required by FAR 32.905(e).

Attn: Financial Management Center  
U.S. Embassy Tokyo  
(Invoice for PO# 19JA80-21-P-0072)

The Contractor may submit invoices electronically to  
[TokyoInvoices@state.gov](mailto:TokyoInvoices@state.gov).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(The U.S. Government will provide the winner of the contract an electronic funds transfer (EFT) form to fill out.)

DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Information Management Assistant of the Information Systems Center at the U.S. Embassy in Tokyo, Japan.

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

DOSAR 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS  
WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

## SECTION 3: Solicitation Provisions

### 3.1 Solicitation Provisions

3.1.1 FAR 52.212-1, Instructions to Offerors - Commercial Items (JUN 2020), is incorporated by reference (see SF-18, Block 11(b)).

Addendum to 52.212-1: none

3.1.2 Summary of Instructions. Each quotation must consist one original copy of the following:

(a) Volume 1 - Standard Form 18 (SF-18). Volume 1 consists of completion of blocks 11(e), 11(f), 13, 14, 15, and 16 of the form.

(b) Volume 2 - Prices. Volume 2 consists of subsections 1.1.3, 1.1.4 and 1.1.5 of the RFQ. Quoters must include the currency which they are submitting their price in.

(c) Volume 3 - Representations and Certifications. Volume 3 consists of SECTION 5: Representations and Certifications (complete all portions that are applicable) of the RFQ.

(d) Volume 4 - Technical Proposals. Volume 4 consists of information demonstrating the quoter's ability to perform, including:

(1) List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the quoter has not performed comparable services in Japan then the quoter shall provide its international experience. Quoters are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the quoter's:

- (i) Quality of services provided under the contract;
- (ii) Compliance with contract terms and conditions;
- (iii) Effectiveness of management;
- (iv) Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- (iv) Business integrity/business conduct.

The U.S. Government will use past performance information primarily to assess a quoter's capability to meet the Request of Quotations performance requirements, including the relevance and successful performance of the quoter's work experience. The U.S.

Government may also use this data to evaluate the credibility of the quoter's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(2) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(3) The quoter shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If quoter already possesses the locally required licenses and permits, a copy shall be provided.

(4) The quoter's strategic plan for internet services to include but not limited to:

(i) A work plan taking into account all work elements in Section 1: The Schedule, Schedule of Supplies/Services;

(ii) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the quoter already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained; and

(iii) Plan of ensuring quality of services including but not limited to contract administration and oversight.

Submit the complete quotation to the indicated below by no later than 4:00 p.m., Friday, December 18, 2020 (local time) via email shown below. (Not via Postal Mail) No quotations will be accepted after this time.

Point of Contact: Yoshiko Matsuura  
Email: MatsuuraYX@state.gov  
Subject: RFQ 19JA80-21-Q-0072

Mobile: 090-1110-9318  
Embassy Telephone Operator: 03-3224-5000

\*After submitted of quotation, quoter shall contact Yoshiko Matsuura by phone or separated email to confirm the receipt of quotation.

The quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this RFQ in the appropriate volume of the quote.



### 3.2 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<https://www.acquisition.gov/browse/index/far> or  
<http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.acquisition.gov/dosar> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

<u>Provision</u>	<u>Title and Date</u>
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (JUN 2020)

The following DOSAR provision is provided in full text:

DOSAR 652.206-70 Competition Advocate/Ombudsman (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at Tel: 03-3224-5585 or FAX: 03-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

Additional Instructions:

A. Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.

B. Unless otherwise provided in this solicitation, the definitions for all telecommunications terms used herein are contained in Federal Standard 1037A (FED STD 1037A), Glossary of Telecommunication Terms, dated June 26, 1986.

C. The price offered shall include costs and profit as proposed by the offeror for performing all the requirements of the completed contract as set forth in this solicitation. The costs and profit should take into consideration magnitude and realism (from both a technical and cost perspective).

D. If any services are to be offered at no cost to the Department of State, the bidder shall so indicate by entering either "No Charge" or "N/C" in the space provided in Section B for that item. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the bid non responsive, additionally entering "Not Separately Priced" or "NSP" is not acceptable.

E. Each CLIN shall be separately priced. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the quotation unacceptable, additionally entering "Not Separately Priced" or "NSP" is not acceptable.

F. Acceptance of Quotations. The Government reserves the right to reject, as unacceptable, quotations deleting or altering technical requirements which are considered by the Government to be beyond the state of the art or impossible of attainment.

## SECTION 4: Evaluation Factors

### 4.1 Evaluation Factors

The U.S. Government intends to award a contract resulting from this Request for Quotations to the lowest priced, technically acceptable quoter who is a responsible contractor. The evaluation process shall include the following:

(a) Compliance Review. The U.S. Government will perform an initial review of quotations received to determine compliance with the terms of the Request for Quotations. The U.S. Government may reject as unacceptable quotations which do not conform to the Request for Quotations.

(b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in SECTION 3, along with any technical information provided by the quoter with its quotation.

(c) Price Evaluation. The lowest price will be determined by multiplying the offered price times the quantity in subsections 1.1.3 Base Year, 1.1.4 First Option Year, and 1.1.5 Second Option Year. The U.S. Government reserves the right to reject quotations that are unreasonably low or high in price.

(d.) Responsibility Determination. The U.S. Government will determine contractor responsibility. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

Discussions. The U.S. Government intends to evaluate quotes and award the contract without discussions with quoters. Therefore, the quoter's initial quote should contain the quoter's best terms from a price and technical standpoint. However, the U.S. Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The U.S. Government may reject any or all quotes if such action is in the public interest; accept

other than lowest quote; and waive informalities and minor irregularities in quotes received.

#### 4.2 Addendum to Evaluation Factors - FAR Provision not Prescribed in Part 12

The following FAR provision is provided in full text:

##### FAR 52.217 5 Evaluation of Options (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

##### FAR 52.225-17 Evaluation of Foreign Currency Offers (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures -
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5: Representations and Certifications

### 5.1 Representations and Certifications

#### FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it ``does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument'' in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it ``does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services'' in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—  
*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1)It \_\_\_will, \_\_\_will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It \_\_\_does, \_\_\_does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror

shall provide the additional disclosure information required at paragraph (e) (2) of this section if the Offeror responds "does" in paragraph (d) (2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d) (1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d) (1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision.

(2) Disclosure for the representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d) (2) of this provision, the Offeror shall provide the following information as part of the offer:



(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(End of provision)

FAR 52.212-3 Offeror Representations and Certifications - Commercial Item (Oct 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on

Contracting for Certain Telecommunications and Video  
Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—  
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or  
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#)

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR

124.104) individuals who are citizens of the United States;  
and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and  
(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.

(2) Veteran-owned small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c) (2) of this provision.]* The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) Women-owned small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents that it \_\_\_is, \_\_\_is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c) (5) of this provision.]* The offeror represents that-

- (i) It \_\_\_is, \_\_\_is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c) (6) (i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:

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] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c) (6) of this provision.]* The offeror represents that-

(i) It \_\_\_is, \_\_\_is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it \_\_\_is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_

(10) HUBZone small business concern. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that-

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is



accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

- (i) It \_\_\_\_ has, \_\_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It \_\_\_\_ has, \_\_\_\_ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

- (i) It \_\_\_\_ has developed and has on file, \_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It \_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed

officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (*Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.*)

(1) The offeror certifies that each end product, except those listed in paragraph (f) (2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (*Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.*)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end

product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g) (1) (ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this

solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

_____
_____
_____

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (*Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.*)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (5) (ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (*Applies only if the contract value is expected to exceed the simplified acquisition threshold.*) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) \_\_\_Are, \_\_\_are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_Have, \_\_\_have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) \_\_\_Are, \_\_\_are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h) (2) of this clause; and

(4) \_\_\_Have, \_\_\_have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has

been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

*(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

*(1) Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

_____	_____
_____	_____

*(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

\_\_\_(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced,

or manufactured in the corresponding country as listed for that product.

\_\_\_(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (*Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.*) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly -

- (1) \_\_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) \_\_\_ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

\_\_\_(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror \_\_\_ does \_\_\_ does not certify that-

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see



FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

\_\_\_(2) Certain services as described in FAR [22.1003-4](#)(d)(1).  
The offeror \_\_\_does \_\_\_does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the

Contracting Officer as required in paragraph (k) (3) (i) of this clause.

(1) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). *(Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)*

(1) All offerors must submit the information required in paragraphs (1) (3) through (1) (5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\) \(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_.

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

(i) It \_\_\_ is, \_\_\_ is not an inverted domestic corporation; and

(ii) It \_\_\_ is, \_\_\_ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

- (3) The representation and certification requirements of paragraph (o) (2) of this provision do not apply if—
- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and
  - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it \_\_\_has or \_\_\_does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p) (1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:  
\_\_\_Yes or \_\_\_No.

(3) If the Offeror indicates "yes" in paragraph (p) (2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.  
(Do not use a "doing business as" name)

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is\_\_\_ is not\_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is\_\_\_ is not\_\_\_ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it \_\_\_is or \_\_\_is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark "Unknown")

Predecessor legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

(s) Reserved.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) \_\_\_does, \_\_\_does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) \_\_\_does, \_\_\_does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*,

make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to

receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that -

(i) It \_\_\_does, \_\_\_does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it \_\_\_does, \_\_\_does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and



- (5) Any trust if—
- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
  - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—
- (1) It \_\_\_ is \_\_\_ is not a foreign person; and
  - (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 \_\_\_ a full exemption, or \_\_\_ partial or no exemption [Offeror shall select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—
- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
  - (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
- (f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.
- (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS

may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.  
(End of provision)

## 5.2 Addendum to Solicitation Provisions FAR and DOSAR Provisions Not Prescribed in Part 12

### FAR 52.252-1 Solicitation Provisions Incorporated by Reference (OCT 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/>  
or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran (JUN 2020)